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**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

*In re: Illuminate Education Data  
 Security Incident Litigation*

Case No. 8:22-cv-1164-JVS-ADSx

**STIPULATED PROTECTIVE  
 ORDER**

**\*\*NOTE CHANGES MADE BY  
 THE COURT\*\***

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this

1 Order does not confer blanket protections on all disclosures or responses to discovery  
2 and that the protection it affords from public disclosure and use extends only to the  
3 limited information or items that are entitled to confidential treatment under the  
4 applicable legal principles. The parties further acknowledge, as set forth in Section  
5 12.3, below, that this Stipulated Protective Order does not entitle them to file  
6 confidential information under seal; the Civil Local Rules set forth the procedures  
7 that must be followed and the standards that will be applied when a party seeks  
8 permission from the court to file material under seal.

9 **2. DEFINITIONS**

10 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
11 of information or items under this Order.

12 2.2 “CONFIDENTIAL”: Disclosure or Discovery Material (regardless of  
13 how it is generated, stored or maintained) or tangible things that the Designating  
14 Party reasonably and in good faith believes contains or constitutes trade secrets,  
15 proprietary business information, competitively sensitive information, personal  
16 information, or other information the disclosure of which would be detrimental to the  
17 conduct of the Designating Party’s business.

18 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
19 Counsel (as well as their support staff).

20 2.4 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

23 2.5 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery in this matter.

27 2.6 Expert: expert witnesses or consultants, retained by the Parties or their  
28 counsel to furnish technical or expert services in connection with this action or to

1 give testimony with respect to the subject matter of this action at the trial of this  
2 action.

3 2.7 “HIGHLY CONFIDENTIAL”: Disclosure or Discovery Material  
4 (regardless of how it is generated, stored or maintained) that the Designating Party  
5 reasonably and in good faith believes contains or constitutes information that is of  
6 such a private, sensitive, competitive or proprietary nature that present disclosure  
7 would reasonably be expected to cause irreparable harm or materially impair the  
8 legitimate competitive position or interests of the Designating Party.

9 2.7 House Counsel: attorneys who are employees of a party to this action.  
10 House Counsel does not include Outside Counsel of Record or any other outside  
11 counsel.

12 2.8 Non-Party: any natural person, partnership, corporation, association, or  
13 other legal entity not named as a Party to this action.

14 2.9 Outside Counsel of Record: attorneys who are not employees of a party  
15 to this action but are retained to represent or advise a party to this action and have  
16 appeared in this action on behalf of that party or are affiliated with a law firm which  
17 has appeared on behalf of that party.

18 2.10 Party: any party to this action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21 2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this action.

23 2.12 Professional Vendors: persons or entities that provide litigation support  
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.

27 2.13 Protected Material: any Disclosure or Discovery Material that is  
28 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

1           2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3       3.     SCOPE

4           The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material.  
9 However, the protections conferred by this Stipulation and Order do not cover the  
10 following information: (a) any information that is in the public domain at the time of  
11 disclosure to a Receiving Party or becomes part of the public domain after its  
12 disclosure to a Receiving Party as a result of publication not involving a violation of  
13 this Order, including becoming part of the public record through trial or otherwise;  
14 and (b) any information known to the Receiving Party prior to the disclosure or  
15 obtained by the Receiving Party after the disclosure from a source who obtained the  
16 information lawfully and under no obligation of confidentiality to the Designating  
17 Party. Any use of Protected Material at trial shall be governed by a separate  
18 agreement or order.

19       4.     DURATION

20           Even after final disposition of this litigation, the confidentiality obligations  
21 imposed by this Order shall remain in effect until a Designating Party agrees  
22 otherwise in writing or a court order otherwise directs. Final disposition shall be  
23 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
24 or without prejudice; and (2) final judgment herein after the completion and  
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
26 including the time limits for filing any motions or applications for extension of time  
27 pursuant to applicable law.

28       5.     DESIGNATING PROTECTED MATERIAL

1           5.1   Exercise of Restraint and Care in Designating Material for Protection.

2   Each Party or Non-Party that designates information or items for protection under  
3   this Order must take care to limit any such designation to specific material that  
4   qualifies under the appropriate standards. The Designating Party must designate for  
5   protection only those parts of material, documents, items, or oral or written  
6   communications that qualify – so that other portions of the material, documents,  
7   items, or communications for which protection is not warranted are not swept  
8   unjustifiably within the ambit of this Order.

9           Mass, indiscriminate, or routinized designations are prohibited.

10          If it comes to a Designating Party's attention that information or items that it  
11   designated for protection do not qualify for protection, that Designating Party must  
12   promptly notify all other Parties that it is withdrawing the mistaken designation.

13          5.2   Manner and Timing of Designations. Except as otherwise provided in  
14   this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15   stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
16   under this Order must be clearly so designated before the material is disclosed or  
17   produced.

18          Designation in conformity with this Order requires:

19               (a) For information in documentary form (e.g., paper or electronic  
20   documents, but excluding transcripts of depositions or other pretrial or trial  
21   proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
22   "HIGHLY CONFIDENTIAL" to each page that contains protected material. If only  
23   a portion or portions of the material on a page qualifies for protection, the Producing  
24   Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
25   markings in the margins).

26          A Party or Non-Party that makes original documents or materials available for  
27   inspection need not designate them for protection until after the inspecting Party has  
28   indicated which material it would like copied and produced. During the inspection

1 and before the designation, all of the material made available for inspection shall be  
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
3 it wants copied and produced, the Producing Party must determine which documents,  
4 or portions thereof, qualify for protection under this Order. Then, before producing  
5 the specified documents, the Producing Party must affix the “CONFIDENTIAL” or  
6 “HIGHLY CONFIDENTIAL” legend to each page that contains Protected Material.  
7 If only a portion or portions of the material on a page qualifies for protection, the  
8 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins).

10 (b) Unless otherwise designated during the deposition, all depositions shall  
11 presumptively treated as “CONFIDENTIAL” information and subject to this  
12 Stipulation during the deposition and for a period of twenty-one (21) days after a  
13 transcript of said deposition is received by counsel for each of the Parties. A Party or  
14 Non-Party that believes the deposition contains Protected Material shall be  
15 responsible for notifying the Receiving Parties of any such designation within the  
16 aforementioned twenty-one (21) day period.

17 (c) for information produced in some form other than documentary and for  
18 any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information or item is stored the  
20 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or  
21 portions of the information or item warrant protection, the Producing Party, to the  
22 extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. Except as provided in this paragraph,  
24 an inadvertent failure to designate Disclosure or Discovery Material at the time of  
25 production or disclosure does not, standing alone, waive the Designating Party’s right  
26 to later designate such Disclosure or Discovery Material as “CONFIDENTIAL” or  
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” provided that, at the  
28 time of making the later designation, the Producing Party provides the Receiving

1 Party with a replacement copy of the Protected Materials that are properly marked as  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” in accordance with paragraph  
3 5.2 of this Stipulation. No Receiving Party shall be deemed to have violated this  
4 Stipulation if, prior to notification of a later designation, such Disclosure or  
5 Discovery Material had been disclosed or used in a manner inconsistent with the later  
6 designation. Once such a designation has been made, the relevant Disclosure or  
7 Discovery Material shall be treated as Protected Material in accordance with this  
8 Stipulation. In the event that the Disclosure or Discovery Material that was  
9 inadvertently not designated were, at the time of the later designation, already filed  
10 with a court on the public record, it shall be the responsibility of the Producing Party  
11 that failed to make the designation to move for appropriate relief. If an inadvertently  
12 omitted confidentiality designation is first claimed on the record during the course of  
13 a deposition, hearing, or other proceeding, the subject Disclosure or Discovery  
14 Material may be used throughout the deposition, hearing, or proceeding but should  
15 be treated subsequent to the conclusion of the deposition, hearing or proceeding as  
16 though the claimed designation had been made at the time of disclosure

17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
20 Party’s confidentiality designation is necessary to avoid foreseeable, substantial  
21 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
22 litigation, a Party does not waive its right to challenge a confidentiality designation  
23 by electing not to mount a challenge promptly after the original designation is  
24 disclosed.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process by providing written notice of each designation it is challenging  
27 and describing the basis for each challenge. To avoid ambiguity as to whether a  
28 challenge has been made, the written notice must recite that the challenge to



1 confidentiality is being made in accordance with this specific paragraph of the  
2 Protective Order. The parties shall attempt to resolve each challenge in good faith  
3 and must begin the process by conferring directly (in voice to voice dialogue; other  
4 forms of communication are not sufficient) within 14 days of the date of service of  
5 notice. In conferring, the Challenging Party must explain the basis for its belief that  
6 the confidentiality designation was not proper and must give the Designating Party  
7 an opportunity to review the designated material, to reconsider the circumstances,  
8 and, if no change in designation is offered, to explain the basis for the chosen  
9 designation. A Challenging Party may proceed to the next stage of the challenge  
10 process only if it has engaged in this meet and confer process first or establishes that  
11 the Designating Party is unwilling to participate in the meet and confer process in a  
12 timely manner.

13       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
14 court intervention, the Challenging Party shall file and serve a motion to identifying  
15 the issues the Challenging Party wishes to raise with the Court in compliance with  
16 the Civil Local Rules within 21 days of the initial notice of challenge or within 14  
17 days of the parties agreeing that the meet and confer process will not resolve their  
18 dispute, whichever is earlier. Each such motion must be accompanied by a competent  
19 declaration affirming that the movant has complied with the meet and confer  
20 requirements imposed in the preceding paragraph and that the material has been  
21 maintained as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (according to  
22 the challenged designation) while the dispute is being resolved.

23       The burden of persuasion in any such challenge proceeding shall be on the  
24 Designating Party. Frivolous challenges, and those made for an improper purpose  
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
27 the confidentiality designation by failing to file a motion to retain confidentiality as  
28 described above, all parties shall continue to afford the material in question the level



1 of protection to which it is entitled under the Producing Party's designation until the  
2 court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 case only for prosecuting, defending, or attempting to settle this litigation. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the litigation has been terminated, a  
9 Receiving Party must comply with the provisions of section 13 below (FINAL  
10 DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Materials. Unless otherwise ordered  
15 by the court or permitted in writing by the Designating Party, any information or item  
16 designated "CONFIDENTIAL" may be disclosed only to:

17 (a) the Receiving Party's Outside Counsel of Record in this action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
19 to disclose the information for this litigation;

20 (b) the Receiving Party and, if the Receiving Party is an entity, the officers,  
21 directors, and employees (including House Counsel) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this litigation;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this litigation and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) an officer before whom a deposition is taken, including stenographic  
28 reporters and any necessary secretarial, clerical, or other personnel of such officer;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information or, in the case that a Producing Party is an entity, another employee of the Producing Party;

(i) any mediation or settlement officer and their supporting personnel; and

(j) any other person to whom the Producing Party agrees.

7.3 Disclosure of “HIGHLY CONFIDENTIAL” materials. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, HIGHLY CONFIDENTIAL materials shall not be furnished, shown, or disclosed to any person or entity except those identified in paragraphs 7.2(a), 7.2(c)-7.2(j). Notwithstanding the foregoing, HIGHLY CONFIDENTIAL materials may be disclosed or shown to an individual Party identified in paragraph 7.2(b), provided that the same individual Party is the express subject of the information or material. For clarity, no HIGHLY CONFIDENTIAL materials of which one Party is the express subject may be shown or disclosed to another Party; nor may HIGHLY CONFIDENTIAL materials of which multiple Parties or Non-parties are the express subjects be shown or disclosed to a Party.

## 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this action as  
 2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall  
 4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order  
 6 to issue in the other litigation that some or all of the material covered by the subpoena  
 7 or order is subject to this Protective Order. Such notification shall include a copy of  
 8 this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued  
 10 by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with the  
 12 subpoena or court order shall not produce any information designated in this  
 13 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
 14 determination by the court from which the subpoena or order issued, unless the  
 15 Party has obtained the Designating Party’s permission. The Designating Party  
 16 shall bear the burden and expense of seeking protection in that court of its  
 17 confidential material – and nothing in these provisions should be construed as  
 18 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
 19 directive from another court.<sup>9</sup> A NON-PARTY’S PROTECTED

20 MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a  
 22 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
 23 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
 24 this litigation is protected by the remedies and relief provided by this Order. Nothing  
 25 in these provisions should be construed as prohibiting a Non-Party from seeking  
 26 additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to  
 28 produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party  
4 that some or all of the information requested is subject to a confidentiality agreement  
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the Non-  
10 Party.

11 (c) If the Non-Party fails to object or seek a protective order from this court  
12 within 14 days of receiving the notice and accompanying information, the Receiving  
13 Party may produce the Non-Party's confidential information responsive to the  
14 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
15 Party shall not produce any information in its possession or control that is subject to  
16 the confidentiality agreement with the Non-Party before a determination by the court.  
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
18 of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order,  
26 and (d) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

28 11. FRE 502(D) AND CLAWBACK AGREEMENT

1 Pursuant to FRE 502(d) and (e), the Parties agree to and the Court orders  
2 protection of privileged and otherwise protected Disclosure or Discovery Material  
3 against claims of waiver (including as against third parties and in other federal and  
4 state proceedings) as follows:

5 (a) Pursuant to Fed. R. Evid. 502(d) and (e), the disclosure during discovery  
6 of any information that is protected by the attorney-client privilege or work-product  
7 protection (“Protected Document”), as defined by Fed. R. Evid. 502(g), shall not  
8 waive the privilege or protection in the particular Action in which the disclosure is  
9 made, or any other federal or state proceeding, for either that Protected Document or  
10 the subject matter of that Protected Document, unless there is an intentional waiver  
11 of the Privilege or Protection to support an affirmative use of the Protected Document  
12 in support of the Party’s claim or defense, in which event the scope of any such  
13 waiver shall be determined by Fed. R. Evid. 502(a)(2) and (3).

14 ~~(b) The Parties intend that this stipulated order shall displace the provisions of~~  
15 ~~Fed. R. Evid. 502(b)(1) and (2).~~ That is, all disclosures not made to support an  
16 affirmative use of the Protected Document in support of a party’s claim or defense  
17 shall be regarded as “inadvertent,” and, subject to 11(c) below, the Producing Party  
18 is hereby deemed to have taken “reasonable steps to prevent disclosure.” Any  
19 disclosure used to affirmatively support a claim or defense shall be deemed an  
20 intentional disclosure.

21 (c) If the underlying claim of Privilege or Protection is contested, the Parties  
22 shall comply with, and the Requesting Party may promptly seek a judicial  
23 determination of the matter pursuant to, Fed. R. Civ. P. 26(b)(5)(B). In assessing the  
24 validity of any claim of Privilege or Protection, the Court shall not consider the  
25 provisions of Fed. R. Evid. 502(b)(1) and (2), but shall consider whether timely and  
26 otherwise reasonable steps were taken by the Producing Party to request the return  
27 or destruction of the Protected Document once the Producing Party had actual  
28 knowledge of (i) the circumstances giving rise to the claim of Privilege or Protection

1 and (ii) the disclosure of the Protected Document in question.

2 (d) If, during the course of the Action, a Party determines that any Protected  
3 Document disclosed by another Party is or may reasonably be subject to a legally  
4 recognizable privilege or evidentiary protection:

5 (i) the Receiving Party shall: (A) refrain from reading the Protected  
6 Document any further; (B) immediately notify the Producing Party in writing that it  
7 has discovered documents believed to be privileged or protected; (C) specifically  
8 identify the Protected Documents by Bates number range or hash value; and (D)  
9 within 10 days of discovery by the Receiving Party, return, sequester, or destroy all  
10 copies of such Protected Documents, as described in Exhibit C – Clawback  
11 Procedures of the Stipulated Order Governing ESI and Document Production  
12 Protocol negotiated by the Parties. Any notes, abstracts, or compilations and the  
13 content thereof shall be destroyed. If a Protected Document has been loaded into a  
14 litigation review database under the control of the Receiving Party, the Receiving  
15 Party shall take reasonable steps to sequester and limit access to the Protected  
16 Document within the review database, pending a determination of a claim of  
17 privilege in accordance with paragraph 11(c). Where such Protected Documents  
18 cannot be destroyed or separated, they shall not be reviewed, disclosed, or otherwise  
19 used by the Receiving Party. Notwithstanding the foregoing, the Receiving Party is  
20 under no obligation to search or review the Producing Party's documents to identify  
21 potentially Protected documents.

22 (ii) If the Producing Party intends to assert a claim of privileged or other  
23 protection over information identified by the Receiving Party as Protected  
24 Documents, the Producing Party shall, within 10 days of receiving the Receiving  
25 Party's written notification described above, inform the Receiving Party of such  
26 intention in writing and shall provide the Receiving Party with a log for such  
27 Protected Documents that is consistent with the requirements of the Federal Rules of  
28 Civil Procedure, setting forth the basis for the claim of privilege or protection. If any

1 portion of a Protected Document does not contain privileged or protected  
2 information, the Producing Party shall also provide to the Receiving Party a redacted  
3 copy that omits the information that the Producing Party believes is subject to a claim  
4 of privilege or other protection.

5 (e) If, during the course of the Action, a Party determines it has produced a  
6 Protected Document:

7 (i) the Producing Party must notify the Receiving Party of such  
8 production and demand the return of such information. Such notice shall be in  
9 writing; however, it may be delivered orally on the record at a deposition, promptly  
10 followed up in writing. The Producing Party's written notice will identify the  
11 Protected Document produced by Bates number range or hash value, the privilege or  
12 protection claimed, and the basis for the assertion of the privilege, and shall provide  
13 the Receiving Party with a log for such Protected Documents that is consistent with  
14 the requirements of the Federal Rules of Civil Procedure, setting forth the basis for  
15 the claim of privilege or protection. If any portion of a Protected Document does not  
16 contain privileged or protected information, the Producing Party shall also provide to  
17 the Receiving Party a redacted copy that omits the information that the Producing  
18 Party believes is subject to a claim of privilege or other protection.

19 (ii) The Receiving Party must, within 10 days of receiving the Producing  
20 Party's written notification described above, return, sequester, or destroy all copies  
21 of such Protected Documents, as described in Exhibit C – Clawback Procedures of  
22 the Stipulated Order Governing ESI and Document Production Protocol. Any notes,  
23 abstracts, or compilations and the content thereof shall be destroyed. If a Protected  
24 Document has been loaded into a litigation review database under the control of the  
25 Receiving Party, the Receiving Party shall take reasonable steps to sequester and  
26 limit access to the Protected Document within the review database, pending a  
27 determination of a claim of privilege in accordance with paragraph 11(c). Where such  
28 Protected Documents cannot be destroyed or separated, they shall not be reviewed,



1 disclosed, or otherwise used by the Receiving Party except in connection with motion  
2 practice relating to a challenge of the asserted privilege or protection.

3 (f) If the information contained in a Protected Document has already been  
4 disclosed in or described in other documents generated or maintained by the  
5 Receiving Party prior to the date of receipt of written notice by the Producing Party  
6 as set forth in paragraphs 11(d)(ii) or (e)(i), then the Receiving Party shall sequester  
7 such information until the claim has been resolved. If the Receiving Party disclosed  
8 the Protected Document before being notified of its production, it must take  
9 reasonable steps in light of the circumstances to retrieve it.

10 (i) The Receiving Party's return, sequestering, or destruction of  
11 Protected Documents as provided herein will not act as a waiver of the Receiving  
12 Party's right to move for the production of the returned, sequestered, or destroyed  
13 information on the grounds that the documents are not, in fact, subject to a viable  
14 claim of privilege or protection. However, the Receiving Party is prohibited and  
15 estopped from arguing that the disclosure or production of the Protected Documents,  
16 standing alone, acts as a waiver of an applicable privilege or evidentiary protection.

17 (g) Any party may submit Protected Documents to the Court under seal for a  
18 determination of the claim of privilege or protection. The Producing Party shall  
19 preserve the Protected Documents until such a claim is resolved. The Receiving Party  
20 may not use the Protected Documents for any other purpose absent this Court's order.

21 (h) Upon a determination by the Court that the Protected Documents are  
22 protected by the applicable privilege or evidentiary protection, and if the Protected  
23 Documents have been sequestered rather than returned or destroyed by the Receiving  
24 Party, the Protected Documents shall be returned or destroyed within 10 days of the  
25 Court's order.

26 (i) After the Court's determination that Protected Documents are protected by  
27 an applicable privilege or evidentiary protection, the Producing Party must provide  
28 an Amended Privilege Log within 10 days of the Court's order setting forth such a

1 determination.

2 (j) Nothing contained herein is intended to, or shall serve to limit a party's right  
3 to conduct a review of documents, data (including electronically stored information)  
4 and other information, including without limitation, metadata, for relevance,  
5 responsiveness, and/or the segregation of privileged and/or protected information  
6 before such information is produced to another party.

7 (k) By operation of the Parties' agreement and the Court Order, the Parties are  
8 specifically afforded the protections of FRE 502(d) and (e).

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
13 Protective Order no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in this  
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the  
18 Designating Party or a court order secured after appropriate notice to all interested  
19 persons, a Party may not file in the public record in this action any Protected Material.  
20 A Party that seeks to file under seal any Protected Material must comply with the  
21 Civil Local Rules. Protected Material may only be filed under seal pursuant to a court  
22 order authorizing the sealing of the specific Protected Material at issue. Pursuant to  
23 the Civil Local Rules, a sealing order will issue only upon a request establishing that  
24 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
25 entitled to protection under the law. If a Receiving Party's request to file Protected  
26 Material under seal pursuant to the Civil Local Rules is denied by the court, then the  
27 Receiving Party may file the information in the public record pursuant to the Civil  
28 Local Rules unless otherwise instructed by the court.

1     13.     FINAL DISPOSITION

2             Within 60 days after the final disposition of this action, as defined in paragraph  
3     4, each Receiving Party must return all Protected Material to the Producing Party or  
4     destroy such material. As used in this subdivision, “all Protected Material” includes  
5     all copies, abstracts, compilations, summaries, and any other format reproducing or  
6     capturing any of the Protected Material. Whether the Protected Material is returned  
7     or destroyed, the Receiving Party must submit a written certification to the Producing  
8     Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
9     deadline that (1) identifies (by category, where appropriate) all the Protected Material  
10    that was returned or destroyed and (2) affirms that the Receiving Party has not  
11    retained any copies, abstracts, compilations, summaries or any other format  
12    reproducing or capturing any of the Protected Material. Notwithstanding this  
13    provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
14    papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
15    deposition and trial exhibits, expert reports, attorney work product, and consultant  
16    and expert work product, even if such materials contain Protected Material. Any such  
17    archival copies that contain or constitute Protected Material remain subject to this  
18    Protective Order as set forth in Section 4.

19  
20    IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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26  
27  
28

1 DATED: February 8, 2022

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22 DATED: February 8, 2022

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*Attorneys for Plaintiffs and the Proposed Class*

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DATED: February 8, 2022

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*Counsel for Defendant*

**IT IS SO ORDERED.**

DATED: 2/10/2023

/s/ Autumn D. Spaeth  
The Honorable Autumn D. Spaeth  
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective Order  
 that was issued by the United States District Court for the Central District of  
 California on [date] in the case of *In re: Illuminate Education Data Security Incident*  
*Litigation*, Case No. 8:22-cv-1404-JVS-ADSx. I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and punishment  
 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ print or type full address and telephone number]  
 as my California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTESTATION PURSUANT TO CIVIL L.R. 5-4.3.4(a)(2)**

The filer attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

**KAPLAN FOX & KILSHEIMER LLP**

DATED: February 8, 2023

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